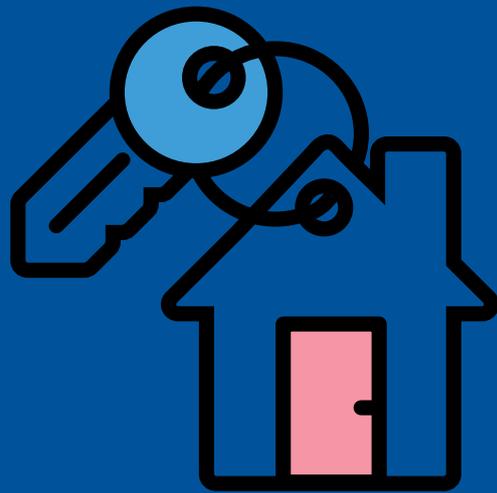


Landlord

Insurance



Policy Wording

STATE

Welcome to State

Thank you for choosing State to insure your property. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please ring us straight away – we'll be happy to help.



IMPORTANT

This document is your Landlord policy wording.

Please make sure you read it carefully, as it contains important information you should know, including what your insurance covers – and what it doesn't.



Contacting us

In New Zealand, just call **0800 80 24 24**. If you have a question, need help, or want to make an insurance claim our contact centres are available 7 days a week, or visit state.co.nz.

Call us free from	Australia	1 800 887 863
	United States	1 800 593 9482
	United Kingdom	0800 096 5308

Call us direct from **Somewhere else overseas** **64 9 969 1150**

If you'd prefer to email us, it's easy.

Just follow the link in the 'Contact Us' section at state.co.nz.

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Your policy

Our agreement with you

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.

Reading your policy

Words in bold

You'll notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 11.

Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in *italics*. Please note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

What your policy consists of

Your Landlord Policy consists of this policy wording, the **schedule**, the information **you** provided in the **application** and any subsequent information **you** provide.

You can change your mind

If **you're** not happy with this policy **you're** welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you've** made a claim on **your** policy.

Your duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

You also have this duty every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

Please ask us if you are not sure whether you need to tell us about something.

Making a claim

To make a claim, go to state.co.nz/claims anytime, or call **0800 80 24 24**. **We're** available 7 days a week.

What you must do

If anything happens that could result in a claim under this policy, **you** must:

- do what **you** can to take care of the **house** and/or **landlord's contents** and to prevent any further **loss** or liability, and
- tell **us** as soon as possible, and
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- allow us to examine the **house** and/or **landlord's contents** before any permanent repairs are started, and
- not destroy or dispose of anything that is, or could be, part of a claim, and
- as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- give **us** any information or help **we** ask for, and
- consent to **your** personal information in connection with **your** claim being disclosed to us and transferred to Insurance Claims Register Limited, and
- tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

Getting our permission first

You must ask for **our** permission before **you**:

- incur any expenses in connection with a claim under this policy, or
- negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing, or
- do anything that may prejudice **our** rights of recovery.

What you get if we accept your claim

Please make sure **you** read this section carefully. If **you** have any questions, just phone **us** on **0800 80 24 24**.

If your claim is for the house

The most we'll pay

House Sum Insured

1. The most **we'll** pay for **loss** to the **house** exclusive of **special features** for any **event** that occurs during the **period of cover** is the **house sum insured**. This includes:
 - a. Compliance Costs,
 - b. Professional and Other Fees,
 - c. Demolition and Removal Costs,
 - d. All benefits under 'What your policy covers' unless stated otherwise.
2. However, within the **house sum insured**, the most **we'll** pay in total for any **event** that occurs during the **period of cover** for **loss** to:
 - a. all retaining walls is \$20,000, and
 - b. all **recreational features** is \$40,000,unless an increased limit is shown on the **schedule**, in which case that increased limit is the most **we'll** pay for the respective property.

Special Feature Sum Insured

3. The most **we'll** pay for **loss** to any **special feature** for any **event** that occurs during the **period of cover** is its **special feature sum insured**.

This includes:

 - a. Compliance Costs,
 - b. Professional and Other Fees,
 - c. Demolition and Removal Costs.

Total Sum Insured

4. The most **we'll** pay for **loss** under 'What your policy covers' in total for any **event** that occurs during the **period of cover** is the **total sum insured**. This includes the:
 - a. **house sum insured**,
 - b. any **special feature sums insured**,
 - c. all benefits under 'What your policy covers' unless stated otherwise.

Reduction of sums insured

5. Following **loss** to the **house** or any **special feature** for which a claim is payable under this policy or under the **EQC Act**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the time of the **loss** by the amount required to repair the loss.

For example, if a retaining wall suffers loss, the total sum insured and the house sum insured and the retaining wall limit are reduced by the amount of that loss.

6. If, at the commencement of the current **period of cover**, the **house** or any **special feature** has any pre-existing **loss** that was covered:
 - a. in a previous **period of cover**, or
 - b. under any other policy, or
 - c. under the **EQC Act**,

and such **loss** remains unrepaired at the start of the current **period of cover**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the start of this **period of cover** by the amount required to repair that pre-existing **loss**.

Reinstatement of sums insured

7. When, and to the extent that any payment is applied to repair the **house** or any **special feature**, the **total sum insured** and the relevant sum insured or policy limit that were reduced by 'Reduction of sums insured' above are reinstated.

Repair, rebuild or pay cash

If your house is economic to repair

If, in **our** opinion, it is economic to repair the **loss** to **your house**, **we** may choose to:

1. pay **you** the reasonable cost incurred to repair the part of **your house** that suffered the **loss**, or
2. pay **you our** estimate of the reasonable cost to repair the part of the **house** that suffered the **loss**.

If your house is uneconomic to repair

1. If, in **our** opinion, it is uneconomic to repair the **loss** to **your house**, **you** may choose one of the following:
 - a. Rebuild on the same site: **We'll** pay **you** the reasonable cost incurred to rebuild the part of **your house** that suffered the **loss** to an equivalent size and specification on its original site; or
 - b. Rebuild on another site: **We'll** pay **you** the reasonable cost incurred to rebuild the part of **your house** that suffered the **loss** to an equivalent size and specification on another site that **you** provide anywhere in New Zealand. The cost mustn't be greater than **our** estimate of the reasonable cost of rebuilding the part of **your house** that suffered the loss on its original site less Demolition and Removal Costs incurred; or
 - c. Buy another house: **We'll** pay **you** the reasonable cost incurred to buy another house anywhere in New Zealand, including reasonable and necessary legal and associated fees. However, **we** won't pay more than **our** estimate of the reasonable cost that would've been payable if the part of the **house** that suffered the **loss** had been rebuilt within a reasonable timeframe on the original site less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees aren't included in the estimated rebuilding costs as these are only incurred when rebuilding occurs; or
 - d. Accept a cash payment with **our** consent: At **our** sole discretion, **we'll** pay **you our** estimate of the reasonable cost **you** would incur to rebuild the part of **your house** that suffered the **loss** less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees aren't included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.
2. If, in **our** opinion, it is uneconomic to repair the **loss** to **your house**, and **you** sell **your house** before the rebuilding begins, the most **we'll** pay is the lesser of:
 - a. the **total sum insured**, and
 - b. the difference between the market value of **your house** immediately before and immediately after the **loss**, plus Demolition and Removal Costs **we** determine are necessary,less any costs covered by this policy which have been met by **us** up to the date on which the sale settles.

Settlement of your loss

The following are subject to the provisions outlined above in 'What you get if we accept your claim – The most we'll pay'.

Standard of Repair or Rebuild

1. **We'll** pay the reasonable cost to repair or rebuild the part of the **house** that suffered **loss** to a condition as similar as possible to when it was new, using current industry accepted building materials and construction methods.

We will not pay for:

- a. additional materials, work and expense required solely to comply with government or local authority bylaws and regulations, unless covered under 'Compliance costs' below, or
- b. design, engineers', surveyors' and building consultants' fees, and consents and other associated legal fees, unless covered under 'Professional and other fees' below.

Compliance Costs

1. If **you're** repairing or rebuilding **your house**, **we'll** also include the reasonable costs of additional materials, work and expense required solely to comply with government or local authority bylaws and regulations. **We'll** only pay these costs of compliance:
 - a. if the **house** complied with all requirements that existed at the time it was originally built and at the time of any alteration, and
 - b. for the part of the **house** that has suffered **loss** covered by this policy.
2. **We** won't pay any costs of compliance if notice of non-compliance had already been served before the **loss** occurred,
3. These costs aren't payable when **you** buy another house or accept a cash payment as settlement of **your** claim, as described in 1.c. or d. of 'If your house is uneconomic to repair' above.

Professional and Other Fees

1. If **you're** repairing or rebuilding the part of **your house** that suffered **loss**, **we'll** also include the reasonable costs of:
 - a. design, engineer's, surveyor's and building consultant's fees, and
 - b. consents and associated legal fees.
2. These costs must be necessary to repair or rebuild the part of the **house** that has suffered **loss**, and approved by **us** before they are incurred.
3. These costs aren't payable when **you** buy another **house** or accept a cash payment as settlement of **your** claim, as described in 1.c. or d. of 'If your house is uneconomic to repair' above.

Demolition and Removal Costs

1. If **we** accept a claim for **loss** to **your house**, **we'll** also pay the reasonable costs of:
 - a. the demolition of the part of **your house** that suffered the **loss**, and the removal of debris associated with that and necessary to effect the repair or rebuild of that **loss**, and
 - b. removing **your** household contents when this is required to enable **your house** to be repaired or rebuilt, but not the cost of storing them or returning them to the **house**.
2. These costs must be necessary and approved by **us** before they are incurred.
3. If **we** pay to demolish any part of the **house**, this gives **us** the choice to take the debris and dispose of it as **we** see fit and retain any salvage obtained.

Costs not Covered

1. **We** won't pay for any costs that are incurred for:
 - a. any part of the **house** that has not suffered **loss** unless this is necessary to repair or rebuild the **loss** covered, or
 - b. stabilising, supporting or restoring land, earth, or fill, or
 - c. anyone **you** engage to prepare, advise on, or negotiate a claim made under **your** policy.

We won't pay these costs. You'll have to meet these.

If your claim is for the landlord's contents

If **you** have a **loss** that is covered by this policy and **your** claim is for **landlord's contents**, **we'll** at **our** option pay:

1. the **indemnity value** of the **landlord's contents**, or
2. to repair the item as near as possible to the same condition it was in immediately before the **loss** occurred.

What you'll get for loss of rent

'Loss of rent' on page 6 explains when **you're** covered for loss of rent and what **we'll** pay in those circumstances.

The most **we'll** pay for each week of lost rental income is the amount of rent **you** receive each week from **your** tenant.

What your policy covers

This section explains what **your** policy does and doesn't cover.

Please read it carefully – and if **you've** got any questions, call **us** on **0800 80 24 24**.

These benefits are subject to the terms of the policy, except where they are varied in the benefit. The amounts shown in these benefits are included in the **total sum insured** unless expressly stated otherwise.

Accidental loss – house

If **you've** selected cover for the **house**, and it's printed on the **schedule**, **you're** covered for sudden and **accidental loss** to the **house** that occurs during the **period of cover**.

What you'll get

See 'What you get if we accept your claim' on page 3 for details on what **we'll** pay.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Accidental loss – landlord's contents

You're covered for sudden and **accidental loss** to **landlord's contents** at the **house**, that occurs during the **period of cover**.

What you'll get

See 'What you get if we accept your claim' on page 3 for details on what **we'll** pay.

The most **we'll** pay for any **event** is \$10,000, unless a higher amount is shown in the **schedule**. **We'll** pay these costs in addition to the **total sum insured**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Electronic programs

You're covered for the reasonable cost of restoring, resetting or re-programming programs, software and other coded instructions necessary to operate any electronic equipment covered under this policy as part of the **house** where that electronic equipment has suffered **loss** covered by this policy. **You're** not covered for loss of any data stored on any of that electronic equipment.

What you'll get

See 'What you get if we accept your claim' on page 3 for details on what **we'll** pay.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Intentional acts, vandalism or theft by tenants

You're covered for sudden and **accidental loss** that occurs during the **period of cover** to:

1. **landlord's contents**, and
2. the **house**, as long as **you've** selected cover for the **house** and it is printed on the **schedule**, or the **house** is insured by **us** under a separate policy, that was caused by:
 1. an intentional act, or
 2. vandalism, or
 3. theft,by:
 - a. the tenant, or
 - b. any guest of the tenant, or
 - c. anyone living in the **house**.

What you'll get

The most **we'll** pay is \$25,000 for any **event**.

If **you** haven't selected cover for the **house**, under this policy, or a separate policy issued by **us**, the most **we'll** pay is \$10,000 for any **event**, or a higher amount shown on the **schedule** for **landlord's contents**, but not exceeding \$25,000.

An **excess** of \$500 will apply to each **incident**.

What isn't covered?

You're not covered for any **loss** caused intentionally by:

1. **you**, or
2. **your partner**, or
3. **your** family.

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Landscaping

You're covered for the reasonable costs to restore or reconstruct the garden or lawn within the residential boundaries of the **house**, if that garden or lawn was damaged or destroyed while the **house** was being repaired or rebuilt as a result of **loss** covered under this policy.

What you'll get

We'll pay **you** the actual costs incurred, up to \$2,500.

We'll pay these costs in addition to the **total sum insured**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Legal liability

You're covered for **your** legal liability for:

1. **accidental loss** to anyone else's property, or
2. **bodily injury** to anyone else,

occurring during the **period of cover** in New Zealand, caused by or through or in connection with your ownership of the **house** or its grounds, or the **landlord's contents**.

Defence costs cover

You're also covered for defence costs **you** incur with **our** prior approval, for **your** liability under the items above. **We** won't unreasonably withhold **our** approval.

Reparation

You're covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your** ownership of the **house** or its grounds or **landlord's contents**, provided:

1. **you** tell **us** immediately if **you** or they are charged with any offence in connection with **your** ownership of the **house** or its grounds or **landlord's contents**, that resulted in **loss** of property or **bodily injury** to another person, and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 ('the Act'), or would be covered but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or
- b. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- c. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

What you'll get

Legal liability payment

The most **we'll** pay is \$1,000,000 for any **event**. This is in addition to the **total sum insured**.

Defence costs payment

Defence costs covered by this policy are unlimited and payable in addition to the **total sum insured** and the above legal liability payment limit.

Settlement of any claim

If **we** pay the full amount under this part of **your** policy (or any lesser amount that **we** can settle **your** liability for), plus **your** defence costs, this will meet all **our** obligations under this part of **your** policy.

What isn't covered?

You're not covered for:

- 1 liability, including liability for **reparation**, connected in any way with:
 - a. any business (other than renting the **house** as a residence), trade, profession or sponsorship, or
 - b. any contract or agreement, unless **you** would have been liable even without it, or
 - c. the ownership or use of any **motor vehicle** (other than a domestic garden appliance), trailer, caravan, watercraft or aircraft or other aerial device, or
 - d. any seepage, pollution or contamination (including the costs of removing, nullifying or cleaning up), unless it occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.
2. punitive or exemplary damages or fines.

See also 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Loss of rent

You're covered for loss of rent arising from various **incidents**. Please read below for details of this cover. **You** also have obligations involving the monitoring of rents, property inspections and collecting rent and bond. Please read the 'Landlord's obligations' on page 10.

Eviction of the tenant

You're covered for loss of rent if **you** have evicted the tenant during the **period of cover** for non-payment of rent.

What you'll get

The most **we'll** pay for any **event** is 12 weeks' rent, less any amount recoverable by **you** from rent paid in advance.

An **excess** equivalent to 1 week's rent, with a minimum amount of \$250, applies to each **incident**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Payment legally stopped

You're covered for loss of rent where the tenant can legally stop paying rent under the tenancy agreement, as a result of:

1. prevention of access, or
 2. **accidental** failure of public utilities,
- to the **house** during the **period of cover**.

What you'll get

The most **we'll** pay for any **event** is 6 weeks' rent.

An **excess** equivalent to 1 week's rent, with a minimum amount of \$250, applies to each **incident**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Untenantable house

You're covered for loss of rent if the **house** cannot be lived in as a result of **loss** or **contamination damage** to the **house**, that occurs during the **period of cover** where the **loss** or **contamination damage**:

1. is covered by this policy, or
2. would've been covered by this policy, but it is covered by the **EQC Act** instead,

while the **house** is a residential rental property and this is shown on the **schedule**.

Where **we've** settled **your** claim for **loss** or **contamination damage** by payment of **our** estimated costs to repair or **remediate**, **we'll** cover the cost of loss of rent for the reasonable estimated period that it would take to repair or **remediate** the part of the **house** that suffered the **loss** or **contamination damage**.

What you'll get

The most **we'll** pay is 52 weeks' rent per residential dwelling which is used as a residential rental property, and this is shown on the **schedule** as covered by this policy for any **event** or **contamination damage**.

If **you** have 'Loss of rents' cover with **us** under any other policy, the most **we'll** pay is 52 weeks' rent.

An **excess** equivalent to 2 weeks' rent, with a minimum amount of \$250, will apply to each **incident** that arises from malicious damage, vandalism, or theft by tenants.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Vacating without giving notice

You're covered for loss of rent if the tenant vacates the **house** without giving **you** the required notice during the **period of cover**.

What you'll get

The most **we'll** pay for any **event** is 6 weeks' rent, less any amount recoverable by **you** from rent paid in advance.

An **excess** equivalent to 1 week's rent, with a minimum amount of \$250, applies to each **incident**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Methamphetamine contamination

You're covered for **contamination damage** to:

1. the **house**, or
2. **landlord's contents** at the **house**,

that first occurs and that **you** discover during the **period of cover** subject to the following:

There is no cover for any **contamination damage** where any contamination existed or occurred prior to the current **period of cover** unless the pre-existing contamination was disclosed to and accepted by **us** in writing. If **you** have insured **your house** with **us** (or any other brand underwritten by IAG New Zealand Limited) continuously since the earlier period when the **contamination damage** first occurred, **we'll** waive the requirement for the **contamination damage** to have first occurred during the current **period of cover**.

Damage by you and certain others not covered

You're not covered for any **contamination damage** that is caused or contributed to, directly or indirectly, by or in connection with **you**, or **your partner**, or any member of **your** or their family.

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **house** is owned by the trust, or any director or shareholder of the company if the **house** is owned by the company, or any unit title holder.

Where you do not live in the house

Where the **contamination damage** occurs in connection with any tenancy or occupancy of:

1. more than 90 days, there is no cover unless **you**, or the person who manages the tenancy on **your** behalf, have fully met the 'Landlord's obligations' policy condition on page 10, or
2. 90 days or less, there is no cover unless the **contamination damage** was caused by an **accidental incident** in connection with the manufacture, distribution or storage (but only where the storage is in connection with supply or distribution) of **methamphetamine** at the **house**.

What you'll get

1. Where there's cover under this benefit, **we'll**:
 - a. reimburse **you** for the reasonable costs **you** have incurred during the **period of cover** for testing provided that:
 - i. the testing is carried out in accordance with New Zealand Standard NZS 8510 or by an operator approved by **us**, and
 - ii. the testing confirms **contamination damage** to the **house**, and
 - b. pay **you** to **remediate** that part of the **house** that suffered **contamination damage** subject to the provisions below.
2. **We** may choose to:
 - a. pay **you** reasonable costs incurred to **remediate** the part of the **house** that suffered the **contamination damage**, or
 - b. pay **you** our estimate of the reasonable cost **you** would incur to **remediate** the part of the **house** that suffered the **contamination damage**.
3. The most **we'll** pay under this benefit is \$30,000 per **contamination claim** for each residential dwelling shown on the **schedule** as covered by this policy.
4. An excess of \$2,500 per **contamination claim** applies per residential dwelling shown on the **schedule** as covered by this policy.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 10.

Natural disaster

You're covered for sudden and **accidental loss** to the **house** that occurs during the **period of cover** caused by a **natural disaster**, subject to the following:

Where EQC Cover applies

1. If that **loss** is covered under the **EQC Act**, or would have been but for:
 - a. the application of an excess under the **EQC Act**, or
 - b. a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or

- c. a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever, or
- d. any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,

and the cost to repair or rebuild the part of **your house** that suffered the **loss** exceeds **your** maximum entitlement available (or that would've been available but for the reasons in 1. a. to d. above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we'll** pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of **your house** that suffered the **loss**.

2. The most **we'll** pay under this benefit for any **event** is the difference between that maximum entitlement (plus the excess under the **EQC Act**) and the **total sum insured**.

Where no EQC Cover applies

3. Where **your** claim for **loss** to the **house** under this benefit is for, or includes, any part of the **house** that is not covered under the **EQC Act**, then the **excess** will be the higher of:
 - a. \$5,000, and
 - b. the **excess** otherwise applicable to the claim under this policy.

Some examples of parts of the house not covered under the EQC Act are:

- gate or fence,
- driveway,
- patio, path, paving, tennis court or other artificial surface,
- swimming pool or spa pool which is not an integral part of the building.

Post-event inflation protection

At **our** sole discretion, **we** may increase the cover available under this policy if:

1. a **natural disaster**, flood or storm has occurred in the vicinity of the **house** causing widespread **loss** and, as a direct result of this widespread **loss**, building costs have increased due to a statistically significant increase in demand in **our** opinion, and
2. **your house** has suffered sudden and **accidental loss** that is covered by this policy and **your** claim in respect of that **loss** is settled on the basis of an actual repair or rebuild of the **house**, and
3. the actual cost to repair or rebuild:
 - a. the **house** is higher than the **house sum insured**, or
 - b. any retaining wall or **recreational feature** is higher than its corresponding limit shown in the **schedule**, or
 - c. any **special feature** is higher than its corresponding **special feature sums insured**,solely due to the increase in building costs described in paragraph 1. above.

The most **we'll** pay, in total, for all increases in cover is the amount calculated by applying the percentage of the statistically significant increase in demand to:

1. the **house sum insured** shown on the **schedule**, and
2. the corresponding limit for any retaining wall or **recreational feature** shown in the **schedule**, and
3. the **special feature sums insured**,

up to a maximum of 10% more than those sums insured.

However, under no circumstances will **we** pay more than an additional 10% of the **house sum insured** in total for 1. and 2. under this clause.

Sale and purchase

Where a **loss** occurs after **you've** entered into an unconditional contract to sell the **house**, the purchaser is covered under this policy for that **loss** up until the final settlement, or until they take possession of the **house**, whichever occurs first, as long as:

1. they meet all the same conditions of this policy that **you** must meet, and
2. they have not otherwise insured the **house** at the time of the **loss**.

Exclusions that apply to the whole policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections. Please read it carefully – and if **you've** got any questions, call **us** on **0800 80 24 24**.

The first 48-hours of your policy

When **you** first take out this policy, **you're** not covered for any **loss** caused by a storm, flood or landslip that happens during the first 48-hours.

This restriction doesn't apply if the policy starts immediately after another policy that insured the same property against the risks of storm, flood and landslip, or if this policy was taken out at the time **you** first bought the **house**.

For example:

If you're changing your insurance company to State and your cover continues without interruption, you'll be covered for storm, flood and landslip. However, if your policy with the other company didn't cover storm, flood or landslip, you won't be covered in the first 48-hours of this policy.

If your house wasn't insured at all before you took out this policy, you won't be covered for storm, flood and landslip in the first 48-hours, unless you took the policy out when you first bought the house.

Confiscation

You're not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered by this policy.

Consequential loss

You're not covered for any kind of consequential loss other than as specifically provided for under 'Loss of rent' on page 6.

Earth movements

You're not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements.

This exclusion 2. doesn't apply to any **loss** covered by 'Natural disaster' on page 7.

Electronic data and programs

You're not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense connected in any way with **electronic data**.

However, this exclusion does not apply to:

1. physical damage to other covered property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded, and
2. any loss covered by 'Electronic programs' on page 5.

Excess

For each **incident**, **we'll** deduct the relevant **excess** from the amount **we'd** otherwise pay for **your loss**, unless specifically stated otherwise under another part of this policy.

If **we** insure both the **house** and its contents (at the same address, whether under this policy or a separate policy) and **you** claim under both for a **loss** caused by the same **incident**, **you'll** only pay one policy **excess**. This'll be the higher **excess** of the two policies.

The **excess** is deducted after any policy limits have been applied.

Faults and defects

You're not covered for any loss, damage, cost or expense arising from any fault, defect, error or omission in:

1. design, plan, or specification, or
2. workmanship, construction or materials.

However, **you're** covered for any resultant sudden and **accidental loss** to other parts of the **house** and/or the **landlord's contents**.

Floor coverings

You're not covered for floor coverings that are not in the room(s) where the **loss** happened.

Gradual damage

You're not covered for:

1. wear and tear, depreciation, corrosion, or rust, or
2. rot or mildew, or
3. gradual deterioration.

Hydrostatic pressure

You're not covered for **loss** connected in any way with hydrostatic pressure to swimming pools or spa pools unless the **loss** is a result of earthquake, storm or flood.

However, **you** are covered for any resultant sudden and **accidental loss** to other parts of the **house** and/or the **landlord's contents**.

Insects, rodents and vermin

You're not covered for **loss** to the **house** connected in any way with insects, rodents or vermin (other than possums).

However, **you're** covered for any resultant **accidental loss** to other parts of the **house** and/or the **landlord's contents**.

Intentional and reckless acts

You're not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by:

1. **you** or anyone else covered by this policy, or
2. a tenant, or
3. any guest of a tenant, or
4. any person who occupies the **house**,

except where the **loss** is:

- a. a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your partner**, or
- b. covered by 'Intentional acts, vandalism or theft by tenants' on page 5, or
- c. covered by 'Methamphetamine contamination' on page 6.

Loss caused by electricity

You're not covered for **loss** to fuses, protective devices or lighting or heating elements that is caused by electricity.

Mechanical and electrical equipment

You're not covered for the breakdown, failure or wearing out of any mechanical or electrical equipment or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

Natural disaster

You're not covered for **loss** to the **house** connected in any way with **natural disaster** except for **loss** covered under 'Natural disaster' on page 7.

Nuclear

You're not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - a. any nuclear fuel, or
 - b. any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

Structural additions or alterations

You're not covered for **loss** to the **house** connected in anyway with:

1. structural additions or structural alterations, unless **we've** been notified of the additions or alterations beforehand and **we've** agreed in writing to cover this, or
2. water in any form (including hail and snow) entering the **house** because any roofing material, exterior cladding, window or door has been removed by:
 - a. **you**, or
 - b. any other person who is acting on **your** authority.

Terrorism

You're not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Unlawful substances

You're not covered for any loss, damage, cost, expense, prosecution or liability in connection with the presence at the **house**, of any 'controlled drug' as defined in the Misuse of Drugs Act 1975.

This exclusion does not apply to:

1. **loss** covered by 'Methamphetamine contamination' on page 6, or 'Loss of rent; Untenantable house' on page 6, or
2. **loss** caused by **accidental** spread of fire or explosion, or
3. liability for **accidental loss** to anyone else's property as a result of **your** being a residential landlord caused by, through or in connection with **your** ownership of the **house** or **landlord's contents**, provided that **you**, or the person who manages the tenancy on **your** behalf have:
 - a. fully met the 'Landlord's obligations' policy condition on page 10, and
 - b. tested for the presence of **methamphetamine** before and after each tenancy of the **house**, such testing having been completed in accordance with the New Zealand Standard NZS 8510 or by an operator approved by **us**, and such testing confirmed that **methamphetamine** contamination at the **house** does not exceed the **contamination level** for a **methamphetamine** manufacturing laboratory.

Vacant houses

If **you** or a person authorised by **you** has not been living at the **house** for a period of more than 60 consecutive days, **we** will only pay for **loss** that is:

1. caused by fire, explosion or lightning, or
2. covered under 'Natural disaster' on page 7,

unless **you've** told **us** that no one will be living at the **house** and **we've** agreed that cover will continue. **We** may, at this time, change the terms of the policy.

This restriction will end as soon as **you**, or a person authorised by **you**, is living in the **house** again.

War

You're not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

Policy conditions

Your Landlord policy has some important conditions. This section explains what they are and what happens if **you** don't follow them. Please read it carefully and if **you've** got any questions phone **us** on **0800 80 24 24**.

If you don't comply with the policy...

Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- a. decline **your** claim, either in whole or in part,
- b. decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- c. declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

Your obligations

True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

Changes in circumstances

You must let **us** know straight away if, after **we** have accepted **your application** for this policy, there's a material increase or change in the risks **we** cover.

At any time, **we** may change the terms of this policy in response to what **you** or anyone else tells **us**. The change in terms will be effective from the date of the change in circumstances.

Information is 'material' where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your house – as soon as you know that the change will happen.

If you're not sure if information is 'material', tell us anyway. The 'risk we cover' refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).

Reasonable care

You must always take reasonable care to avoid circumstances that could result in a claim. **You** won't be covered if **you're** reckless or grossly irresponsible.

We can take action in your name

We can take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered by this policy
2. recover from anyone else anything covered by this policy.

If **we** do so, **you** must assist **us** and **we'll** be responsible for the reasonable legal costs associated with these actions.

Landlord's obligations

You, or the person who manages the tenancy on **your** behalf, must:

1. exercise reasonable care in the selection of tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant and when a reasonable landlord would consider it appropriate also check their credit and Tenancy Tribunal history, and
2. keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to **us** a copy of these if **we** request it, and
3. collect a total of 3 weeks' rent in any combination of rent in advance and bond that will be registered with Tenancy Services, and
4. complete an internal and external inspection of the **house** at a minimum of 3 monthly intervals and the relevant residential dwelling upon every change of tenant(s), and
5. keep photographs and a written record of the outcome of each inspection, and provide to **us** a copy of these if **we** request it, and
6. monitor rents on a weekly basis with written notification being sent to the tenant(s) whenever rent is 14 days in arrears, together with a personal visit to determine if the tenant(s) remain in residence, and
7. make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if:
 - a. the rent is 21 days in arrears, or
 - b. **you** become aware of any illegal activity by the occupant(s) at the **house**, or
 - c. intentional damage to the **house** is caused by one of its occupant(s).

If the **house** is provided to and occupied by **your** employee as part of their employment package with **you**, then obligations 3., 6. and 7.a. do not apply.

Administering this policy

Assignment

Except as outlined in 'Other parties with a financial interest' below, **you** must not otherwise transfer any of **your** entitlements or benefits under this policy to any person or entity without **our** prior written consent.

This restriction does not apply to the amount payable under 'If your house is uneconomic to repair, 2.'

Cancellation

By you...

You can cancel this policy at any time by notifying **us**. If **you** do, **we'll** refund any premium due to **you** based on the unused portion of the **period of cover**. **You** must pay any outstanding payments due for the used portion of the **period of cover**.

By us...

We can cancel this policy by writing to or emailing **you** at the last known address **we** have for **you**. The policy will be cancelled on the 14th day after the date of the notice. **We'll** refund any premium due to **you** based on the unused portion of the **period of cover**.

Automatically...

1. This policy will be automatically cancelled if **you** don't pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.
2. If, in **our** opinion it is uneconomic to repair the **loss** to the **house**, this policy will be automatically cancelled from the date **we** pay **your** claim or the date on which rebuilding commences, whichever occurs first. **We** won't refund **you** any premium for the unused portion of the **period of cover**.

Changing the terms

We can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. Unless otherwise specified in this policy, the change in terms will take effect on the 14th day after the date of the notice.

Currency

Any amounts shown in this policy and on the **schedule** are in New Zealand Dollars.

Goods and Services Tax

All amounts referred to in this policy include any GST that may apply.

Governing law and jurisdiction

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

Joint insurance

If this policy covers more than one person or entity, all persons or entities are jointly covered.

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

Other insurance

You must tell **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy.

We will not contribute towards any claim under any other insurance policy.

Other parties with a financial interest

If **we** know of any financial interest over the **house** or **landlord's contents**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest is not covered and does not have rights to claim under this policy.

Definitions

Here are the special meanings of the words shown in **bold** in this policy. The definitions apply to the plural and any other versions of the words.

For example, the definition of 'accidental' also applies to 'accidentally', 'accident' and 'accidents'.

accidental

unexpected and unintended by **you**.

act of terrorism

an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

annual period

the **period of cover**. However, if **your** premium is paid by instalments other than annual payments, the annual period is the current 12-month period calculated consecutively from the date this policy first started.

application

the information provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

bodily injury

the **accidental** death of, or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'Worms' and 'Time or logic bombs'.

contamination claim

contamination damage arising out of or attributable to an **event** or multiple **events** regardless of the number of acts, persons, tenancies, occupancies or **incidents** involved.

contamination damage

loss caused by **methamphetamine** contamination that exceeds the **contamination level**.

contamination level

the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.

electronic data

facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

EQC Act

Earthquake Commission Act 1993 and any Act in substitution of that Act.

event

any one event or series of events arising from one source or original cause.

excess

the first amount of the claim that **you** must pay, which is shown in either the **schedule** or in this policy wording.

house

the residential dwelling(s) that **you** own at the situation shown in the **schedule** including any of the following used at all times solely for domestic use:

- outbuildings within the residential boundaries of the situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,
- fixtures and fittings permanently attached to the residential dwelling(s) or its outbuildings. This includes: kitchen stove, hob or range hood, any other house appliance that is permanently wired, permanently plumbed or permanently built-in,
- kitchen oven, permanently attached or not,
- fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or any outbuilding included above,
- driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuilding included in above,
- patio, paths and paving of permanent construction, deck, steps, gate or fence, as long as they are on or within the residential boundaries within which the residential dwelling(s) is situated,
- walls including garden and retaining walls,
- **recreational features**,
- public utility services supplying the residential dwelling(s) and/or any of its outbuildings included above, such as: power and telephone lines, data cables, supply and waste water pipes,
- permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents),
- solar power and solar water heating systems.

It doesn't include any of the following unless it is shown in the **schedule** as a **special feature** with a corresponding **special feature sum insured**:

- private utility plant and associated equipment including but not limited to wind or water mills or diesel generators,
- cable car and its associated equipment,
- bridge or culvert, permanent ford or dam,
- wharf, pier, landing or jetty,
- well or bore hole including the pump, lining or casing.

It doesn't include any of the following:

- any part of the **house** that is used for business or commercial purposes except where:
 - a. it is rented out as a residential property, or
 - b. it is used solely as a house office for clerical purposes by **you** or **your** tenant,

- any part of the **house** that is built for or used for farming or rural lifestyle purposes whether commercial or not, including but not limited to any shed storing animal feed, machinery or produce, livestock handling yards or shelters,
- any part of the **house** being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation,
- gravel or shingle, including a gravel or shingle: driveway, path, patio, or paving,
- loose floor covering including: mats, rugs or runners,
- temporary structures,
- fittings that are not permanently attached, including, but not limited to, curtains and blinds,
- appliances that are not permanently wired, permanently plumbed or permanently built-in other than a kitchen oven,
- household goods and personal effects,
- live plant including any: tree, shrub, hedge or grass other than the cover provided under 'What your policy covers – Landscaping' on page 5,
- land, earth or fill,
- structures or property not at the situation shown in the **schedule**.

house sum insured

the amount shown in the **schedule** of the same name. This includes any increased policy limits for retaining walls and **recreational features**.

incident

something that happens at a particular point in time, at a particular place and in a particular way.

indemnity value

the estimated reasonable cost to replace the item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.

landlord's contents

any of the following:

- fixture or fitting including drapes and light fittings,
- household goods such as washing machines, dryers, refrigerators, freezers, dishwashers and heaters,
- domestic garden appliance (including their parts and accessories), that are owned by or hired to **you** (as long as **you** are legally liable under the hire agreement), and provided by **you** for use by the tenants.

It does not include any:

- personal effects, or
- livestock, domestic pet or other creature, or
- fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the dwelling or its domestic outbuildings, or
- watercraft or outboard motor and their parts or accessories that are in it or attached to it, or
- **motor vehicle**, trailer or caravan and their parts or accessories that are in it or attached to it, or
- aircraft or other aerial device and their parts or accessories that are in it or attached to it.

loss

physical loss or physical damage.

methamphetamine

the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any of their precursor chemicals and by-products.

motor vehicle

any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.

natural disaster

an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **EQC Act**.

partner

your husband or wife or person with whom **you** are living in the nature of a marriage.

period of cover

the 'Period of cover' shown in the **schedule**.

recreational features

any tennis court and/or permanently fixed swimming pool and/or permanently fixed spa pool including its ancillary equipment and/or pump(s).

remediate

to reduce the level of **methamphetamine** contamination to below the **contamination level**.

This means that we will not pay to remove all traces of methamphetamine contamination and will not restore the house to its condition when it was new.

reparation

an amount ordered by a New Zealand court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

schedule

the latest version of **your** 'Policy Schedule' that **we** issued to **you** for this policy.

special feature

any item that is listed in the **schedule** with a corresponding a **special feature sum insured**.

special feature sum insured

the sum insured amount shown in the **schedule** that corresponds with the **special feature**.

total sum insured

the amount shown in the **schedule** of the same name inclusive of the;

- **house sum insured** which includes any retaining walls and **recreational features**, and
- any **special feature sums insured**, and
- all benefits under 'What your policy covers' unless stated otherwise within such benefits.

we, us, our

State, a business division of IAG New Zealand Limited.

you

the person(s) shown as 'The Insured' in the **schedule**.

Landlord Insurance

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